

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF KINGMAN

AGREEMENT NO. 19-10

NO. <u>5281</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>6-29-79</u>
<i>Rose Mofford</i> Secretary of State

THIS AGREEMENT, entered into this 4th day of June, 1979, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF KINGMAN, hereinafter called "CITY".

WHEREAS, the STATE is empowered by A.R.S. Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by A.R.S. Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, it is to the mutual benefit of the STATE and the CITY to enter into an Agreement covering the maintenance of those certain State Highways known as U.S. Route 66 and U.S. Route 93 which are State Highways of the STATE OF ARIZONA and which traverse the said CITY OF KINGMAN over those certain streets known as Andy Devine and Beale Street which form the necessary and convenient links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said CITY OF KINGMAN, as more particularly set forth upon the map attached hereto and marked Exhibit "B", and by reference made a part hereof;

WHEREAS, the STATE, acting by and through its ARIZONA DEPARTMENT OF TRANSPORTATION; shall, except as otherwise expressly provided in this Agreement, have jurisdiction and control over and be responsible for the maintenance and any needed betterments of the highways as delineated upon the map attached hereto and marked Exhibit "B"; said jurisdiction, control and responsibility to include:

1. Betterment or reconstruction of roadway, curbs, sidewalks, medians and channelization.
2. Bridges and drainage.

3. Guardrails and fences.
4. Transportation permits, such as overweight, overwidth, and overheight as prescribed by law.
5. Routine maintenance of roadway and curbs except for sweeping and cleaning. Various types of maintenance include, but are not limited to, resurfacing, resealing, restriping, and patching of the highway roadway.
6. Permits for Highway Right of Way Encroachment and Use. The CITY will assist in the administration of this procedure to the extent that they will make applicants for City Building Permits aware of the requirements of the Arizona Department of Transportation.
7. Removal of snow, sand, rock, and other debris caused by slides or other unusual causes.
8. Traffic control devices, including signs, signals, striping, and marking (except street name and parking).

Maintenance and construction of traffic control devices covered by separate agreement will be as outlined in said agreement.

Traffic Signs:

- A. The word "Sign" as used herein, refers to the devices mounted on a fixed or portable support whereby a specific message is conveyed by means of words or symbols officially erected for the purpose of regulating, warning or guiding traffic.
- B. Stop signs to be installed at those intersections where City Streets intersect the State highway will be furnished to the CITY by the Arizona Department of Transportation. The CITY will install the signs to STATE specifications and will replace those which are damaged or weathered from the supply issued by the Arizona Department of Transportation.

- C. Speed limit signs prescribing the speed limit on those streets that are a part of the Highway System will be furnished to the CITY by the Arizona Department of Transportation. The CITY will install the signs to STATE specifications and will replace those which are damaged or weathered from the supply issued by the Arizona Department of Transportation.
- D. Street name signs shall be furnished and installed by the CITY under STATE specifications.
- E. Signs prescribing parking regulations shall be furnished and installed by the CITY in accordance with STATE specifications for traffic sign installation. All such signs which are in effect 24 hours a day shall be reflectorized.
- F. Information signs, including route shields, will be furnished and installed by the Arizona Department of Transportation.
- G. Highway signs must not interfere with or obstruct any signal or other traffic device, or in any way be a hazard to safety.

The Arizona Department of Transportation shall install and maintain traffic lane striping on all streets that are a part of the State Highway System. The Arizona Department of Transportation shall install and maintain all channelization formed by the use of paint.

- 9. Highway junction illumination and any other illumination for the express purpose of safety for the traveling public (including energy charges).

WHEREAS, the CITY OF KINGMAN shall furnish the STATE information as to annexation of any areas that include State Highways. Following the nature of said annexation, the STATE shall submit to the CITY OF KINGMAN, an amendment to this Agreement, which shall include a revised map.

WHEREAS, the CITY OF KINGMAN shall, except as otherwise expressly provided in this Agreement, have jurisdiction and control over routine maintenance and be responsible for routine maintenance of:

1. Sidewalks.
2. Sprinkling.
3. Street lighting (other than safety lighting). Street or boulevard lighting shall be installed after approval of Permit Form 22-5101; consideration of the proposal to install lights shall include review of the proposed lighting design and its effect on the highway. Lighting equipment must not interfere with or obstruct any signal or other traffic device, or in any way be a hazard to safety. The maintenance will consist of all repairs and replacement of equipment and including energy charges.
4. Street name signs, parking signs, and marking in accordance with uniform STATE standards. The CITY shall maintain all crosswalks presently in place across streets which are a part of the State Highway System and shall maintain any additional crosswalks after the initial installation by the Arizona Department of Transportation. The outer limits of the parallel parking zones shall be installed initially by the STATE; maintenance of the line and subdivision into spaces shall be done by CITY forces.
5. Sweeping and cleaning of roadway and curbs.
6. Roadside and any Roadside Park or other unique landscaping development under jurisdiction of the STATE (including power and water).

WHEREAS, the CITY shall not allow snow, sand, rocks or other hazardous debris to be dozed or swept onto State Highways.

WHEREAS, shall any change of grades become necessary in the streets covered by this Agreement, the CITY shall furnish all rights of way necessary to the changing of said grade and shall be responsible for any and all resulting damage arising out of said change of grade to the same extent as it would have been had this Agreement not been entered into.

WHEREAS, the regulations as set forth on the "Authorized Position of Advertising Signs Along State Highway Right of Way" shall be adhered to as a minimum by the CITY. A copy of said

regulations is attached hereto and marked Exhibit "C", and by reference made a part hereof.

WHEREAS, the CITY OF KINGMAN shall furnish adequate evidence of full liability and property damage insurance on all employees engaged in performing duties heretofore agreed to on the State Highway Right of Way. The CITY OF KINGMAN will maintain insurance for the period of this Agreement. A copy of the policy is attached hereto and marked Exhibit "D", and by reference made a part hereto.

WHEREAS, the CITY OF KINGMAN will provide traffic control in accordance with the Arizona Department of Transportation Traffic Control Manual for Highway Construction and Maintenance during all maintenance operations by the CITY on the State Highway Right of Way.

This Agreement shall remain in force and effect until termination by either the STATE or the CITY upon thirty (30) days written notice of that intent, except, however, that the parties hereto shall retain any continuing obligations contemplated by this Agreement.

This Agreement shall supersede all previous Street Maintenance Agreements. This does not include existing traffic control devices and lighting or illumination agreements or supplemental roadside development agreements.

All work performed under the provisions of this Agreement shall be performed in a manner satisfactory to the Arizona Department of Transportation.

All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

This Agreement shall be filed with the Secretary of State and shall become effective on the 6th day of June, 1979, but in no event prior to its being filed with the Secretary of State.

Attached to this Agreement and incorporated herein by reference is Exhibit "E" which is a copy of the written determination of the appropriate attorney that the CITY OF KINGMAN is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: *J.B. Mertz*
Title: Chief Deputy State Engineer

1-8-79 CITY OF KINGMAN


By: *A.H. Carpenter*
Title: Mayor

ATTEST:

Norathy Helmer
CITY CLERK

RESOLUTION

Be it resolved on this date, June 4, 1979, I, WILLIAM A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the CITY OF KINGMAN, acting by and through its CITY COUNCIL, enter into the Intergovernmental Agency Agreement for the purpose of entering in a maintenance agreement for certain highways which traverse the CITY OF KINGMAN, and request the CITY to perform certain work and supply necessary materials required to maintain the specified highways in the manner specified in the attached Agreement, and I hereby authorize the Assistant Director, Highways Division, to execute said Agreement.


WILLIAM A. ORDWAY, Director
Department of Transportation

CITY OF KINGMAN
RESOLUTION NO. 659

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL
OF THE CITY OF KINGMAN, ARIZONA; APPROVING
AND AUTHORIZING ENTERING INTO AN INTERGOVERNMENTAL
AGREEMENT WITH THE STATE OF ARIZONA FOR THE MAIN-
TENANCE OF STATE HIGHWAYS KNOWN AS U. S. ROUTE 66
AND U. S. ROUTE 93.

WHEREAS, the State is empowered by ARIZONA REVISED STATUTES,
Section 28-108, to enter into such an agreement; and

WHEREAS, the CITY is empowered by A.R.S. 9-672, A.R.S. 28-108
and A.R.S. 11-951 et. seq., to enter into such an agreement;
and

WHEREAS, it is deemed beneficial for the City of Kingman to enter
such an agreement;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the CITY
OF KINGMAN, Arizona, that

The Mayor of the City of Kingman is hereby authorized
to execute the attached Intergovernmental Agreement
--Maintenance of State Highways known as U. S. Route 66
and U. S. Route 93.

PASSED AND ADOPTED by the Common Council of the CITY OF KINGMAN,
Arizona, this 8th day of January, 1979.

APPROVED:

A. H. Carpenter
A. H. Carpenter, Mayor

ATTEST:

Dorothy Helmer
Dorothy Helmer, Clerk

Exhibit "A"



City of Kingman • Kingman, Arizona 86401

310 NORTH FOURTH STREET • KINGMAN • ARIZONA • 86401 • 602 • 753-5561

ATTORNEY'S CERTIFICATE

The city attorney of the City of Kingman has reviewed the Intergovernmental Agreement between the State of Arizona and the City of Kingman dealing with maintenance of U.S. Route 93 and U.S. Route 66 and has reviewed A.R.S. 9-672, A.R.S. 28-108, A.R.S. 11-951, et seq. and City of Kingman Resolution No. 659 and forms the opinion that the City of Kingman is authorized to enter into this Agreement.

Dated this 4th day of January, 1979.

ROBERT M. BULA
City Attorney

Exhibit "E"



OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
~~XXXXXXXXXXXX~~
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 79-320 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

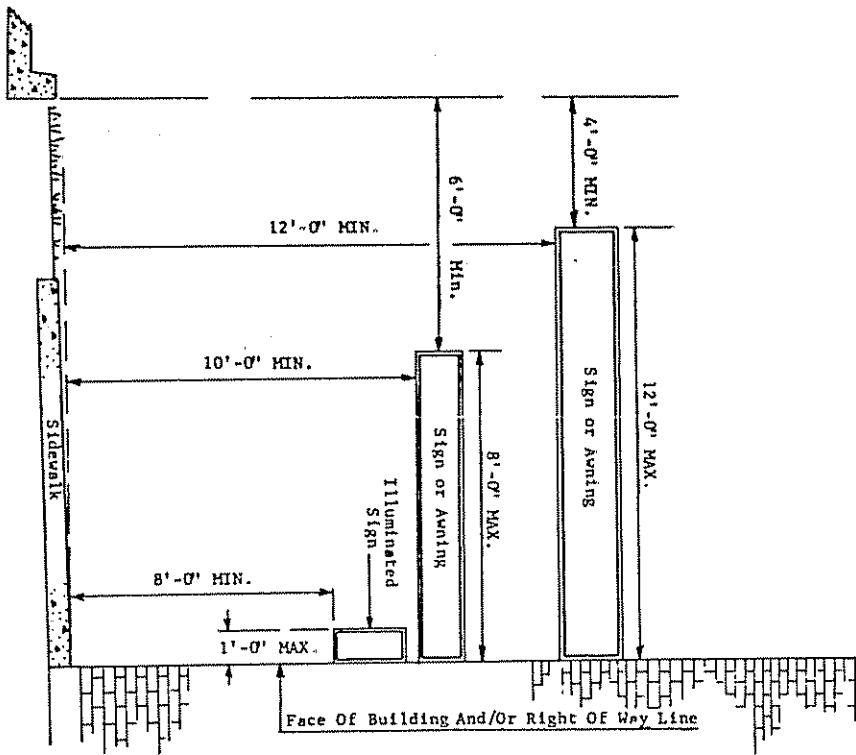
No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 11th day of May, 1979.

ROBERT K. CORBIN
Attorney General

Albert Morgan
ALBERT MORGAN
Assistant Attorney General

PERMIT NEEDED



GENERAL NOTES

1. A permit is required for all encroaching overhanging signs and awnings. These signs and awnings are permitted in curbed urban sections for on premise advertising.
2. No advertising signs are allowed on any Interstate or Rural highway rights of way. Signs on Frontage Roads within Highway R/W in urban areas are permitted by this standard.
3. Signs with words "Stop", "Slowdown", etc. or signs similar in shape or color to official traffic signs are not permitted.
4. Lengths of signs and awnings may vary as shown except where City or County ordinances provide smaller maximums.
5. Illuminated signs attached to a building facing the R/W are permitted as shown.
6. An outdoor advertising permit is required for off premise signs.
7. Ground supported or portable signs shall not be placed within any right of way area.

DESIGN APPROVED	ARIZONA	DATE
APPROVED FOR DISTRIBUTION	DEPARTMENT OF TRANSPORTATION	
	HIGHWAYS DIVISION	
	STANDARD PLANS	
	PERMIT REGULATIONS	
	FOR SIGNS AND AWNINGS	
	PLANS NO. 747	
	10/1/77	
	22/2/81	